Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

For All Territory Served

P.S.C. No. <u>3</u> <u>20th Revised</u> Sheet No. <u>1</u> Cancelling P.S.C. No. <u>3</u> <u>19th Revised</u> Sheet No. <u>1</u>

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SECRETARY OF THE COMMESSIO

Name of Issuing Corporation

CLASSIFICATION OF SERVICE (I)		
Residential and Small Power - Schedule RSP	Rate Per Unit	
Applicability: Available to all members of the Cooperative for all service requiring not more than 25kVa of transformer capacity. All use is subject to the established rules and regulations of the Cooperative.		
<u>Character of Service:</u> Single-phase 60 Hertz at 120/240 volts alternating current, or where available, three-phase 60 Hertz at 120/240 volts alternating current.		
Monthly Rate:		
Customer Charge	\$5.55/Meter	
Energy Charge - For All kwh	5.219c/kwh	
<u>Minimum Charge:</u> The monthly customer charge. For temporary or seasonal service a minimum charge of \$66.60 is required, payable at the time of request for service.		
<u>Temporary Service:</u> Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and disconnection.		
Date of Issue 03/22/99 Date Effective 05/0 Issued By Title President and Issued by authority of an order of the Public Service Commission of Kent	ECEO 1999	

Issued by authority of an order of the Public Service Commission of Kentucky. Case No. <u>98-572</u> Dated <u>04/14/99</u>

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

For All Territory Served

P.S.C. No. 3 20th Revised Sheet No. 1a Cancelling P.S.C. No. 3 19th Revised Sheet No. 1a

CLASSIFICATION OF SERVICE (T)	
Residential and Small Power - Schedule RSP	Rate Per Unit
Fuel Adjustment Clause: The above rate may be increased or decreased by an amount per kwh equal the fuel adjustment amount per kwh as billed by the Wholesale Power Suppli plus an allowance for line losses. The allowance for line losses will not excee 10% and is based on a twelve month moving average of such losses. This fu clause is subject to all other applicable provisions as set out in 807 KAR 5:05	er ed el
Terms of Payment: The above rates are net and are due on the billing date, the gross rates being 5 th higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	A 1
This schedule supersedes Schedule RSP Case No. 96-531.	
CANCELLED	
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Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

Name of Issuing Inc.

For All Territory Served

P.S.C. No. <u>3</u> <u>8th Revised</u> Sheet No. <u>1d</u> Cancelling P.S.C. No. <u>3</u> <u>7th Revised</u> Sheet No. <u>1d</u>

CLASSI	FICATION OF SERVICE	(1)	
Residential and Small Power - Electric Thermal Storage Sch RSP-ETS		Rate Per Unit	
OFF-PEAK Retail Marketing Rate			
Availability of Service: Available to consumers eligible Schedule. The electric power and en Small Power OFF-PEAK Retail Mar each point of delivery. Other power Residential and Small Power Schedu	ergy furnished under Tariff R keting Rate shall be separated and energy furnished will be	esidential and y metered for	
Character of Service: Single-phase 60 Hertz at 120/240 v three-phase 60 Hertz at 120/240 volt		ere available,	
Monthly Rate:		20 1 1	
Energy Charge - For All kwh			3.131c/kwh
Schedule of Hours: This rate is only applicable for the	below listed off-peak hours	CANC	ELLED
Months October thru April	OFF-PEAK Hours - EST 12:00 Noon to 5:00 P.M. 10:00 P.M. to 7:00 A.M.	AUG	2002
May thru September	10:00 P.M. to 10:00 A.M.		
Date of Issue Issued By U U Issued by authority of an order Case No. <u>98-57</u>	Titl r of the Public Service Comm	e <u>President and</u> hission of Kent 04/14/99 M/	

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Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

For All Territory Served

P.S.C. No. <u>3</u> <u>8th Revised</u> Sheet No. <u>1e</u> Cancelling P.S.C. No. <u>3</u> <u>7th Revised</u> Sheet No. <u>1e</u>

Residential and Small Power - Electric Thermal Storage Sch RSP-ETS Fuel Adjustment Clause: The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.	
The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel	
muse is subject to an other approache provisions as set out in 507 KAR 5,050.	
<u>Terms of Payment:</u> The above rates are net and are due on the billing date, the gross rates being 5% nigher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	1
Terms and Conditions: This tariff is subject to the Cooperative's standard terms and conditions of service. The retail marketing rate applies only to programs which are expressly approved by the Commonwealth of Kentucky Public Service Commission to be offered under the Marketing Rate of East Kentucky Power's Wholesale Power Rate Schedule A.	
Under this rate, a separate contract will be executed between the Cooperative and the Consumer/Member. A sample copy of which is filed as part of this tariff.	
AUG	2002
	O SERVICE COMMIS
Date of Issue 03/22/99 Issued By 1 Durl Date Effective 05/01/99 Title President and CEC Issued by authority of an order of the Public Service Commission of Kent Case No. 98-572 Dated 04/14/99	tucky.
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Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

Name of Issuing Corporation

For All Territory Served

P.S.C. No. <u>3</u> <u>19th Revised Sheet No. 4</u> Cancelling P.S.C. No. <u>3</u> <u>18th Revised Sheet No. 4</u>

CLASSIFICATION OF SERVICE Outdoor Lighting Service - Schedule OLS Rate Per Unit Applicability: Available to members of the Cooperative for controlled lighting from dusk to dawn, approximately 4000 hours per year. Character of Service: 1. Standard Service: Street Lighting equipment furnished under the standard service rate shall consist of overhead service on wood poles within 300' of the Cooperative's existing 7200 or 14400 volt lines. The Cooperative will install, own, operate and maintain street lighting equipment including lamps, fixtures, circuits, protective equipment and transformers. The member shall pay the standard service rate. 2. Ornamental Service: Upon request, the Cooperative will furnish, under the Ornamental Service Rate, ornamental poles of the Cooperative's choosing, together with overhead wiring as specified in 1. above. The member shall pay the Ornamental Service Rate. 3. Directional Service: Upon request, the Cooperative will furnish, under the Directional Service Rate, directional lights on wood poles with overhead wiring as specified in 1. above. The member shall pay the Directional Service Rate. 4. Other than systems specified under Standard, Ornamental or Directional Service should the member require either initially or upon replacement, a system CANCELLED or equipment other than described in 1, 2 or 3 above, the member may make a nonrefundable contribution to the Cooperative. Where installations are located within 300 feet of the Cooperative's existing 7200 or 14400 volt facilities, the contribution may be equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional system specified in 1, 2 or 3 above. where installations are located greater than 300 feet of the Cooperative's 7200 or 14400 volt facilities, the contribution may be equal to the 0 1 1999 installed cost for the system or equipment required for service for the portion in Date of Issue 03/22/99 Date Effective 05/01/99 A8 5011. Issued By Title President and CEO Issued by authority of an order of the Public Service Commission of Kentucky. Dated 04/14/99 FLASY OF THE COMMISSION Case No. 98-572

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. <u>3</u> <u>19th Revised</u> Sheet No. <u>4a</u> Cancelling P.S.C. No. <u>3</u> <u>18th Revised</u> Sheet No. <u>4a</u>

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Standard Service	\$10.67/Mo. 17.99/Mo.
andard Service amental Service ectional Service	\$ 5.90/Mo. 13.22/Mo. 6.00/Mo.
amental Service	\$ 8.04/Mo. 15.37/Mo. 7.87/Mo.
amental Service	\$11.59/Mo. 18.51/Mo. 11.29/Mo.
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	namental Service rectional Service Standard Service namental Service

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

For All Territory Served

P.S.C. No. 3 19th Revised Sheet No. 4b Cancelling P.S.C. No. 3 18th Revised Sheet No. 4b

CLASSIFICATION OF SERVICE (T)		
Outdoor Lighting Service - Schedule OLS	Rate Per Unit	
Minimum Charge: First year, or any portion thereof, the sum of the monthly charge multiplied by 12 per unit payable in advance. Thereafter, the monthly charge per month per unit.		
Additional Charges: The above charge and term applies to lights mounted on existing Cooperative poles with 120 volts available, or on Cooperative poles, to be set, within 150 feet of an existing 120 volt source. If additional secondary service poles, or conductor, is required the term of the agreement shall be extended in proportion to the number of additional poles needed in excess of one, at the rate of the sum of the monthly charge multiplied by 12 for each additional pole, all paid in advance at the time of commencement of service.		
<u>Fuel Adjustment Clause:</u> The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The monthly energy to which this clause applies for billing purposes is the average monthly operations of 333 hours times the wattage listed above for the appropriate light. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.	CANCELLED	
Terms of Payment: AU The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	G 2002 DISERVICE OCMUNISSION	
This schedule supersedes Schedule OLS Case No. 96-531.	0.1.10.00	
Date of Issue 03/22/99 Date Effective 05/01/99 Issued By Title President and CEO Issued by authority of an order of the Public Service Commission of Kent		

Case No. <u>98-572</u>

Dated 04/14/99 SECRETARY OF THE COMMISSION

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

For All Territory Served

P.S.C. No.320th RevisedSheet No. 1Cancelling P.S.C. No.319th RevisedSheet No. 1

Name of Issuing Corporation

CLASSIFICATION OF SERVICE (I)	
All Electric School - Schedule AES	Rate Per Unit
<u>Applicability:</u> Available to all public or nonprofit private schools whose total energy requirement excluding lighting for athletic fields, is supplied by electricity furnished by the Cooperative.	
<u>Character of Service:</u> Single or three-phase 60 Hertz alternating current, at the Cooperative's prevailing voltage levels.	5
Monthly Rate:	
Customer Charge Energy Charge - For All kwh	\$55.38/Meter 4.826c/kwh
Minimum Charge: The minimum annual charge will be not less than \$19.00 per kva of required transformer capacity as determined by the Cooperative.	
Term of Contract: Service under this rate schedule will be furnished under an "Agreement for	CANCELLED
purchase of Power" for a term of not less than five (5) years.	
Date of Issue 03/22/99 Issued By Title President an Issued by authority of an order of the Public Service Commission of Ken Case No. <u>98-572</u> Dated <u>04/14/99</u>	
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SECRETARY OF THE COMMESSION

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

For All Territory Served

P.S.C. No. 3 24th Revised Sheet No. 5c Cancelling P.S.C. No. 3 23rd Revised Sheet No. 5c

CLASSIFICATION OF SERVICE (T)
All Electric School - Schedule AES	Rate Per Unit
Fuel Adjustment Clause: The above rate may be increased or decreased by an amount per k the fuel adjustment amount per kwh as billed by the Wholesale Pow plus an allowance for line losses. The allowance for line losses will 10% and is based on a twelve month moving average of such losses clause is subject to all other applicable provisions as set out in 807 H	ver Supplier not exceed s. This fuel
Terms of Payment: The above rates are net and are due on the billing date, the gross rate higher. In the event the current monthly bill is not paid within 15 da date of the bill, the gross rates shall apply.	
This schedule supersedes Schedule AES Case No. 96-531.	
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Date of Issue 03/22/99 Date Effective Issued By Title Preside Issued by authority of an order of the Rublic Service Commiss Case No. 96-531 Dated 0	sion of Kentucky. 019
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Original	SHEET NO 1	

All Areas Served

P.S.C. RESEARCH DIVISION

RULES AND REGULATIONS

I. Application of Rules and Regulations

These Rules and Regulations apply to each and every customer. They are a part of every contract for service made by the system, unless modified by special terms written therein, and govern all classes of service. Copies are on file in the System's offices and are open to inspection by the public.

They may be revised, amended, supplemented or otherwise changed from time to time in accordance with provisions of the Board of Directors and such changes shall have the same force as the present ones.

II. Application For Service

1. Service Contract

The System will require each prospective member to sign an application for each service and to agree to abide by the Rules and Regulations and Standard Requirements of the System.

2. Place of Application

Application must be made at the office of the System or to a duly authorized agent or employee.

3. Contract Data

The Application shall contain a description of the premises to be served, whether applicant is owner, agent or tenant of the premises, and such other information the System may reasonably desire.

4. Conditions of Service

The System reserves the right to reject any application for service to any persons who have not complied with the Cooperative's Rules and Regulations or to applicants who request a service not available from the existing system or which would jeopardize the supply of electricity to its members at the time of the request.

5. Prior Debts

Service will not be furnished to former customers until any indebtedness to the System for previous service has been satisfied except as specified under 807 KAR 5:006 Section 15.

	CANCELLED PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
	AUG SEP 16 1992
DATE OF ISSUE August 26, 1992	PURSUANT TO 607 KAR 5:011, DATE EFFECTIVE <u>September 16, 1992</u> BY: <u>BY:</u> TITLE <u>President & Generauma Segure</u> Commission MANAGER

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>2</u> CANCELLING P.S.C. NO. <u>3</u> <u>Original</u> SHEET NO. <u>2</u>

RULES AND REGULATIONS

6. Special Contracts

Standard contracts shall be for a term of one year, but where large or special investment is necessary for the supply of service, contracts of longer term, or with special guarantee of revenue, or both, may be requested to safeguard such investment. All such contracts will be submitted to the Public Service Commission for approval.

7. Acceptance

An application or contract when accepted by an officer or authorized agent of the System, shall constitute the contract between the customer and the System, and no agent has power to modify, alter, or waiver any of its conditions.

III. Determination of Applicable Rate Schedule

The applicable rate schedule is determined in accordance with the members required transformer capacity.

1. Required Transformer Capacity

The term "required transformer capacity" used in connection with determining the applicable rate schedule shall be taken to mean the capacity which is required to carry the customer's load rather than the capacity installed. The system may find it convenient or advisable to install larger transformers than actually required. Where two or more customers are serviced from the same transformer, the applicable rate schedule shall be based on the transformer capacity which would normally be installed for his individual requirements.

 In the event that two or more structures are served from a single metering point the required transformer capacity will be determined by the combined total capacity of the structure.

IV. Deposit

1. Requirement of Deposit

AUG 2002

Where an applicant's credit is not established, or where the credit of a customer has become impaired by either the failure to pay within 15 days of the date of the bill, the issuance of checks per horored by the COMMISSION customer's financial institution, or the use of electric service obtained thru fraudulent or illegal means a deposit or other guarantee may be required as security for the payment of future and final bills before the system will render or continue to render service.

SEP 16 1992

DATE OF ISSUE August 26. 1992

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>3</u> CANCELLING P.S.C. NO. <u>3</u>

Original SHEET NO. 3

RULES AND REGULATIONS

2. Amount of Deposit

Residential, business and commercial customer's deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12 month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. The deposit amount shall not exceed 2/12 of the customer's actual or estimated annual bill where bills are rendered monthly, 3/12 where bills are rendered bi-monthly, or 4/12 where bills are rendered quarterly.

3. Refund of Deposit

The deposit will be refunded after two (2) years of continuous uninterrupted service provided the customer has made payment in full of each monthly bill within 15 days of the date of the bill, has not had any checks returned not honored by the bank or has not obtained service thru fraudulent or illegal means. In the event the customer ceases to be a member of the Cooperative and no longer requires service, the deposit will be refunded upon payment of all charges due the system under the applicable rate schedule or electric service agreement.

4. Recalculation of Deposit

Deposits will be recalculated after 18 months if requested by the customer. Amounts of variances greater than \$10.00 for residential or 10% for nonresidential may be either refunded or collected except no refunds will be made if the customer's bill is delinquent at the time of recalculation.

5. Interest

Interest at the annual rate of six percent (6%) will be paid as required by KRS 278.460. The interest will be credited to the account when the deposit is refunded or annually if the deposit-is-retained by the Cooperative.

V. Customer's Wiring and Equipment

1. Customer's Installation

Customer's service entrance equipment and meter connections shall be installed in accordance with instruction of system and shall be subject to inspection and approval by system and other agencies having jurisdiction. Meter installations shall be accessible to the system's employees at all times and shall not be located within the confines of any buildings or other permanent structure.

OF KENTUCKY EFFECTIVE

SEP 1 6 1992

DATE OF ISSUE August 26, 1992

DATE EFFECTIVE <u>September 16709907</u> KAR 5:011. SECTION 9 (1) TITLE <u>President & General Manager</u> BY: <u>PUBLIC SERVICE COMMISSION MANAGER</u>

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>4</u> CANCELLING P.S.C. NO. <u>3</u> <u>Original</u> SHEET NO. <u>4</u>

RULES AND REGULATIONS

System may refuse to make connections to customer or to continue service whenever in its judgement such installation is not in proper operating condition, or is in conflict with the standards established by the system or by the inspecting agency.

2. Motor Starting Requirements

All installations of power loads on REA systems must conform to the rules and regulations as set forth in the National Electrical Safety Code.

The following general requirements should be adhered to in all power installations:

a. <u>Single Phase</u>: The maximum size single phase motor acceptable shall be 10HP. In the event any motor causes objectionable light flicker or excessive line voltage dip, the owner must provide line starting equipment or other corrective measures to eliminate the problem.

Phase convertors for use on single phase installations to operate three phase motors may be acceptable on special applications. Their usage will be very limited depending upon motor sizes and design and distribution line characteristics and must be approved by the system.

b. <u>Three Phase</u>: Motors rated 15 hp or larger shall be provided with line starting equipment or other corrective equipment adequate to prevent intolerable light flicker or voltage dip that has an adverse effect on other consumers on the line. Motors smaller than 15 hp may require adequate starting equipment if their usage and/or design is such that they cause unacceptable flicker or voltage dip. In any event each multi-phase installation must be analyzed and approved by the system prior to installation.

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3. Arc Welding Installations

Single phase arc welders are a source of trouble from a voltage regulation standpoint as well as a hindrance to radio reception and shall be limited to sizes which do not create more than 3% voltage drop on the secondary. Larger welders should be operated from motor-generators.

PUBLIC SERVICE COMMISSION

SEP 16 1992

Large transformer type or multi-phase welders which cause more than 1 1/2% voltage **GFdfENTUGKY** primary distribution system will not be permitted. All installations must be approved by the system EFFECTIVE

DATE OF ISSUE August 26-1992	
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DATE EFFECTIVE <u>SeptemberAter 1992307</u> KAR 5:011. SECTION 9 (1) TITLE <u>President & General Manager</u> BY: <u>Section Faille</u>

PUBLIC SERVICE COMMISSION MANACLI

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>5</u> CANCELLING P.S.C. NO. <u>3</u>

RULES AND REGULATIONS

4. Point of Delivery

The customer should communicate with the System, giving exact location of the premises and the details of all current consuming devices which are to be installed. Upon receipt of such information the System will designate a point of delivery at which service connections will terminate and near which the customer must provide, free of expense to the System, a suitable place, satisfactory to the System, for the transformer or transformers, meter or meters, or other equipment of the System, which may be necessary for the fulfillment of such contracts as the customer may enter into with the System.

5. Service Extension

Wiring of any premises for connection to overhead lines must be brought outside of the building-wall to a location designated or approved by the System at which point the wiring must extend at least three feet for attachment to the System's service supply lines.

6. Underground Service

Customers desiring an underground service from overhead wires must bear the excessive cost incidental thereto. Specifications and terms for such construction will be furnished on request.

7. Non-Standard Service

Customer shall own, maintain, and operate all substation and transforming equipment where voltage, phase, or frequency is desired other than at which service is rendered and metered under the terms of the applicable rate schedule.

8. Service Connection

Service connections will not be made until the wiring of the premises is actually in progress or has been completed in accordance with the System's Standard Requirements. This is necessary for the protection of the customer and the System is not responsible for any defect in the wiring or devices on customers' premises.

9. Limit of Responsibility

System will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines, equipment or apparatus, unless specifically provided for in schedules or agreements, except meters and meter accessories, beyond this point. PUBLIC SERVICE COMMISSION

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DATE OF ISSUE August 26, 1992	DATE EFF TITLE		Septe BY:	SUANT TO BOT KAR 5:011. SECTION 9 (1) mber 16: 1992 LIC SERVICE COMMISSION MANAGER Frai Manager

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>6</u> CANCELLING P.S.C. NO. <u>3</u>

RULES AND REGULATIONS

10. Supply Equipment Size

The system will determine the size of all transformers, service conductors, and related service equipment needed to provide adequate service based on information provided by the member of his representative and/or experience from similar service installations.

11. Generators

Auxiliary generators owned or used by members must be connected to the members wiring in such a manner as to automatically disconnect the service from the Cooperative distribution system thus avoiding the hazards present through paralleling of the prime and auxiliary power sources.

In the event a member does not provide an automatic disconnect the system reserves the right to disconnect the prime power source until such time that the member corrects the problem to the satisfaction of the Cooperative.

VI. Customer's Responsibility

1. Nature of Service

System's undertaking extends only to the supplying of service at the point of delivery. Customer is warned of the risk of damage to property and the possibility of fire or personal injury resulting from improper wiring and manner of attachment or use and maintenance of electric appliances, fixtures and apparatus and is advised to allow no one except experienced and capable electricians to install or make any change, alteration, additions, or repairs to any part of customer's installation.

2. Customer's Liability

Customer assumes full responsibility for the current upon customer's premises at and from the point of delivery thereof, and for the wires, apparatus, devices and appurtenances thereon used in connection with the service. Customer shall indemnify, save harmless and defend the system against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of current by customer at or on customer's side of point of delivery.

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	PURSUANT TO SO7 KAR 5:011. SECTION 9 (1)
DATE OF ISSUE August 26, 1992	DATE EFFECTIVE By provide 1997 MANACER PUBLIC SERVICE COMMISSION MANACER TITLE President & General Manager

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>7</u> CANCELLING P.S.C. NO. <u>3</u> <u>Original</u> SHEET NO. <u>7</u>

RULES AND REGULATIONS

3. Changes in Customer's Wiring and Equipment

All equipment supplied by the System for the use of each customer has a definite capacity and for this reason, it shall be the responsibility of the customer to notify the system in writing before any change is made in the load characteristics or change of purpose, or of location of, his installation. Failure to give such notice shall render the customer liable for any damage to meters or accessories, transformers, or wires, of the System, caused by the additional or changed installation.

4. Protection by Customer

Customer shall protect the equipment of the system on his premises and shall not interfere with or alter or permit interference with or alteration of System's meters or other property except by duly authorized representatives of the System.

For any loss or damage to the property of the System due to, or caused by, or arising from, carelessness, neglect or misuse by customer of other unauthorized persons, the cost of the necessary replacement and repairs shall be paid for by customer.

5. Tampering

If the meters or other property belonging to the System are tampered or interfered with, the customer being supplied through such equipment shall pay the amount which the System may estimate is due for service rendered but not registered on the System's meter, and for such replacements and repairs as are necessary as well as for costs of inspection investigation and protective installations.

VII. Access to Premises

Duly authorized representatives of the System shall have the right of ingress to and egress from the premises of the customer at all reasonable times for the purpose of reading, testing, inspecting, replacing or removing its meters or other property, or inspecting the customer installation or for the purpose of removing its property on the termination of its contract or on discontinuance of service from whatever cause. Any employee of the utility whose duties require him to enter the customer's premises shall wear a distinguishing uniform or other insignia, identifying him as an employee of the utility, or show a badge or other identification which will identify him as an employee of the utility.

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	AUG 2002 SEP 1 6 1992
	PURSUANT TO 807 KAR 5:011.
DATE OF ISSUE August 26, 1992	DATE EFFECTIVE <u>September 16, 1992</u> BY: <u>Harris Harris</u> TITLE <u>President & General Manager</u>

FOR All Areas Served Community, Town or City P.S.C. NO. 4 Original SHEET NO. 8 CANCELLING P.S.C. NO. 3 <u>Original</u> SHEET NO. <u>8</u>

RULES AND REGULATIONS

VII. Continuity of Service

1. Regularity of Supply

The System will use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in voltage, or any other failure or reversal of the service, resulting from acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of Court, or other acts reasonably beyond the control of System, it shall not be liable for damages, direct or consequential, resulting from such interruption or failure.

2. Notice of Trouble

Customer shall give immediate notice at the office of the System of any interruptions, or irregularities or unsatisfactory service and of any defects known to customer.

System may at any time that it deems necessary, suspend the supply of electrical energy to any customer or customers for the purpose of making repairs, changes, or improvements upon any part of its system.

It shall make effort to furnish reasonable notice of such discontinuance to customers, where practicable,

3. Relocation of Delivery Point

If the System shall be required to place underground any portion of its wires, or service supply lines, or relocate any poles or feeders, the customer shall change the location of his point of delivery at his own expense. Points of delivery and metering equipment shall be relocated to the exterior surface of any building or structure, at the customer's expense, in the event the customer requires relocation due to remodeling or expansion.

	CANCELLED PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE SEP 1 6 1992 PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: <u>Under Manager</u>
DATE OF ISSUE August 26. 1992	DATE EFFECTIVE <u>September 16, 1992</u> TITLE <u>President & General Manager</u>

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>9</u> CANCELLING P.S.C. NO. <u>3</u> <u>Original</u> SHEET NO. <u>9</u>

RULES AND REGULATIONS

IX. System's Right to Discontinue Service

1. Without Notice

The System reserves the right to discontinue the supply of electric service to any customer or customers without notice for any of the following reasons:

- a. When a dangerous condition is found to exist on the customer's or applicant's premises. The System shall notify the customer immediately in writing and, if possible, orally of the reasons for the termination or refusal of service.
- b For fraudulent representation as to the use of electric service. The System shall, within 24 hours after such termination, send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
- c. For repairs or emergency operations.
- d. For unavoidable shortage or interruptions in the System's source of supply.
- e. Whenever such action is necessary to protect System from fraud or abuse.
- f. Upon cancellation of contract.

2. With Reasonable Notice

The 5:006 Section	e System reserves the right to discontinue servi n 14:	ice on reasonable notice in accord	dance with 807 KAR CANCELLED
a.	For non-payment of bill after - (1) reasonabl (2) at least ten (10) days written notice and 2 original bill. Notices shall be mailed or othe address of the customer. The termination n be separate from the bill and will include w the existence of local, state and federal prop	27 days after mailing date of erwise delivered to the last known otice to residential customers will ritten notification to the customers	AUG 2002
b.	utility bills under certain conditions, and of the the Department of Social Insurance of the C for possible assistance. If any entry to its meter or meters is refused property is obstructed or hazardous for any	he address and telephone number abinet for Human Resources to co or if entry or access to any of its	BOIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
C.	If these Rules and Regulations or the System violated.	m's Standard Requirements are	SEP 16 1992
		PURS	SUANT TO 807 KAR 5:011, SECTION 9 (1)
DATE OF ISS	GUE <u>August 26. 1992</u>		LOSENDE COMMISSION MANAGER
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RULES AND REGULATIONS

3. Service Trip Charge

A charge will be made for each service trip made for the following reasons:

- a. A trip charge of \$10.00 will be made to read a meter when the customer has failed to read the meter for three (3) consecutive billing periods.
- b. A trip charge of \$15.00 will be made to collect a delinquent bill after written notice has been sent to the customer stating that if the bill is not paid by a certain date, the service will be disconnected in accordance with 807 KAR 5:006 Section 8 (3)(c).
- c. A trip charge of \$15.00 will be made during regular working hours, \$60.00 for overtime hours to reconnect a meter that has been disconnected for nonpayment of bills or for violation of the Cooperative's rules and regulations.
- d. A trip charge of \$15.00 will be made for a request meter test if such test shows that the meter was not more than 2% fast or slow.
- e. A trip charge of \$15.00 will be made for a trip for regular work hours reconnection at same location when off due to desire of customer. Reconnection charge after regular working hours shall be sixty (\$60.00) dollars.

X. Foreign Electricity

No other source of supply of electricity shall be introduced or used by customer in conjunction with service supplied without written consent of System.

XI. Resale of Service

All purchased electric service on the premises of the customer shall be supplied exclusively by the System, and the customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service, or any part thereof, without the consent of the system.

1. Separate Meter for Each Service

The System will normally furnish a single meter at the point of connection to the customer's premises. Any customer desiring service at two or more separately metered points of connection to the customer's shall be billed separately at each such point and the registrations of such meters shall not be accepted for thing purposes.

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PUBLIC SERVICE COMMISSION MANAGER

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>11</u> CANCELLING P.S.C. NO. <u>3</u> <u>Original</u> SHEET NO. <u>11</u>

RULES AND REGULATIONS

2. Tests

The System, at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy.

The System will make additional tests or inspections of its meters at the request of a customer, but reserves the right to make a charge of \$15.00 to cover the expense involved when such test shows the meter to be correct within two per cent. The amount of additional charges or refunds due as a result of meters testing greater than + or - 2% shall be determined in accordance with 807 KAR 5:006 Section 10.

3. Non-Registration of Meter

When a meter fails to correctly register the amount of electricity consumed, during any period, the amount of unregistered usage will be based on the usage as registered on the meter replacing the defective meter.

4. Special Measurement

The System shall have the right, at its option and at its expense, to place special meters or instruments, on the premises of any customer for the purpose of special tests of all or any part, of the customer's load.

XIII. Billing

1. Billing Period

Bills for regular service will be rendered monthly from meter readings of the 1st of the preceding month, or otherwise computed according to System's Rate Schedules and Rules and Regulations then in effect, and shall be due on the date determined by the System.

Bills for special, or short-term service, including the cost of connection and disconnecting, may be rendered at the discretion of system, and shall be payable on demand. All bills for regular services are payable monthly, during business hours at the office of the System or at such other places as may be designated by the System.

Each bill for electric services shall show the following: class of service; present and last preceding meter readings; date of the present reading; number of units consumed; meter constant; net amount for servicer rendered; all taxes; any adjustments; the gross amount of the bill; the date after which the penalty shall apply; and whether the bill is estimated or calculated.

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TITLE President & General Manager

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>12</u> CANCELLING P.S.C. NO. <u>3</u> <u>Original</u> SHEET NO. <u>12</u>

RULES AND REGULATIONS

2. Budget Plan - Residential Consumers

A budget payment plan has been developed whereby a residential customer may elect to pay a fixed amount each month on a yearly basis, in lieu of monthly billings based on actual usage. The monthly budget payment will be determined by the Cooperative based, under normal circumstances, on a minimum of one-twelfth of the estimated annual usage, subject to review and adjustment during the budget year. The customer's account may be adjusted through a series of levelized adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last budget amount.

Qualifications

Residential customers, having complied with the rules and regulations of the Cooperative and receiving electric service from the Cooperative for not less than 6 months, may elect to pay a fixed amount each month based on the estimated annual usage of such customer. Any customer, meeting the above qualifications, may make the election for budget billing by signing, prior to the start of the budget year, a standard letter which states the amount of the monthly payment and the rights of both the customer and the Cooperative.

Budget Year

The first budget payment of the budget year is due with the September 1st billing. The August 1st billing is considered the settlement month or end of budget year in which case, the account must be paid in full based on the actual amount due thru the actual usage as of June 30th.

Disqualifications

If the customer at any time fails to make payment within 27 days of the date of the bill, they system shall reserve the right to cancel the fixed monthly amount and bill the customer based on the actual monthly usage.

3. Waiver of Minimum Monthly Payment

If System is prevented from furnishing, or if customer is prevented from feceiving[all or any considerable portion of the electric service contracted for, and should such failure to deliver or receive be due to acts of God, or to public enemies, strikes, riots, wars, orders or Court, or to other acts reasonably beyond the control of either the System or the Customer, then the minimum monthly payment provided for shall be waived or adjusted, not, however, for a period longer than three months.

4. Prompt Payment

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Any customer paying bill for electric service within the period specified in the schedule shall be entitled to pay the net amount as set forth in the schedule under which service is applied, provided Customer is not delinquent on any previous bill.

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FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>13</u> CANCELLING P.S.C. NO. <u>3</u>

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RULES AND REGULATIONS

5. Failure to Pay

If at any time, the customer shall fail to make payment of any bill rendered by the System for electric service, and if such failure continues for twenty-seven days after the billing date, the System shall have the right either to cancel the contract in which case the minimum charges as provided in the schedule for the unexpired term of the contract shall thereupon be payable to the System as liquidated damages - or to discontinue all service under contract after giving 10 days written notice of intent to discontinue service, until all payments due from the customer shall have been made.

6. Failure to Receive A Bill

Failure to receive bill will not entitle customer to any discount or to the remission of any charge for non-payment within the time specified.

7. A \$5.00 fee will be charged for a returned check.

8. Monitoring Usage

The System shall monitor usage on a monthly basis thru the projected billing system. Any unusual deviations shall be investigated by the System pursuant to 807 KAR 5:006, Section 10(3).

XIV.

1. Procurement by Customer

Obtaining easements and right-of-way necessary to extend service shall be the responsibility of the system, however; the cost of obtaining easements or right-of-way shall be included in the total per foot cost of an extension, and shall be apportioned among the system and the customer in accordance with 807 KAR 5:041, Section 11.

2. Delays

Applications for service for an extension to be constructed where a right-of-way is not owhed by the System, will only be accepted subject to delays incident to obtaining a satisfactory right-of-way

XV. Beginning and Ending Service

Any Customer starting the use of service without first notifying and purplying the cystem to read the meter will be held responsible for any amount due for service supplied to the premises from time of last reading of meter, immediately preceding his occupancy, as shown by System books. Customer shall give three (3) working days notice in person, in writing, of intended removal from premises and is liable for service taken within that time frame to provide for either the meter to be read or disconnected.

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RULES AND REGULATIONS

Notice of discontinuance of service prior to the expiration of a contract-term will not relieve a Customer from any minimum, or guaranteed payment under any contract or rate.

XVI. Extensions

1. Rates. Terms and Conditions

The System's overhead distribution system will be extended to supply new customers who elect to take service under the rates of the System and the provisions of its line extension requirements.

2. Trunk Line Construction

The System will construct, own and maintain overhead supply facilities, either secondary, primary, or high tension, located on the highway, or on rights-of-way acquired by the System and used or usable as a part of System's general supply system.

3. Obligation to Extend

Normal Extensions - A single -phase extension of 1,000 feet or less shall be made by the utility to its existing distribution line without charge for a prospective customer who shall apply for and contract to use the service for one (1) year or more and provides guarantee for such service. The service drop to the house from the distribution line at the last pole shall not be included in the foregoing measurements.

Other Extension, Single-Phase - Extensions of greater than 1000 feet and extensions to proposed real estate subdivisions shall be made in accordance with 807 KAR 50:065 Section 10 of the Public Service Commission Regulations.

4. Special Extensions

When the Cooperative is required to convert existing facilities, construct new facilities, or add to the prevailing distribution facilities to provide multi-phase service the applicant will be required to make an advance contribution-in-aid of construction equivalent to the current estimated labor and overhead cost difference of constructing single-phase versus multi-phase facilities for the first 1000 feet of required construction. All construction in excess of 1000 feet will require an advance contribution -in-aid of construction equivalent to the estimated current labor and overhead cost to provide the required facilities.

estimated current labor and overhead cost to provide a	CANCELLED PUBLIC SERVICE COMMENT
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FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>15</u> CANCELLING P.S.C. NO. <u>3</u> <u>Original</u> SHEET NO. <u>15</u>

RULES AND REGULATIONS

XVII. <u>General</u>

1. Office of System

Whenever these regulations provide that notice be given or sent to the System, or office of the System, such notice delivered or mailed, postage prepaid, shall be deemed sufficient. The date of receipt shall be considered the working day received at the system's office of post office box.

2. No Prejudice of Rights

The failure by the system to enforce any of the terms of this Tariff shall not be deemed as a waiver of the right to do so.

3. Billing Changes

Where customers are found to be on an improper rate, as the result of an investigation, made at Customer's request or by routine inspection, the change of billing to the proper rate will apply to the bill for the month during which the check is made.

4. Exceptional Cases

The usual supply of electric service shall be subject to the provisions of this Tariff; but where special service-supply conditions or problems arise for which provision is not otherwise made, the System may modify or adapt its supply terms to meet the peculiar requirements of such cases after such changes as indicated are approved by the Energy Regulatory Commission.

5. Assignment

Subject to the Rules and Regulations, all contracts made by the System shall be binding upon and oblige, and insure to the benefit of, the successors and assigns, heirs, executors, and administrators, of the parties thereto.

Definitions of	Terms	and	Explanation
of	Abbrevi	ation	ns

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A. C. Alternating current.

Available rate A rate which may be obtained by a customer if his use of service conforms to the character of supply contemplated in the rate, and his location is such that this service can be supplied from existing facilities of System or can be reached by an extension not exceeding 1000 jeet in length.

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Billing demand	The assessed or measured demand after correction, if any, for power factor.
Connected load	The aggregate of all devices on the premises of the Customer which are connected to the System's service, or which can be simultaneously connected by the insertion of fuses or by closing of a switch, the manufacturer's correct rating being used to determine the magnitude of the load. In the absence of such manufacturer's rating, or whenever a test by the System shall indicate improper design or rating of a device, the rating will be determined on the basis of the kilovolt-amperes required for its operation.
Continuous Service	Service which the System endeavors to keep available at all times.
Customer	Any person, firm, corporation or body politic applying for or receiving service from the System.
Demand	The maximum rate-of-use of energy. The demand may be: Measured by a recording or indicating instrument showing, unless otherwise specified, the greatest fifteen-minute-rate-of-use of energy.
	Estimated at the per cent of the connected load or other basis specified in the service classification, specifically determined. In the case of hoists, elevators, welding machines, electric furnaces, or other installations where the use of electricity is intermittent or subject to violent fluctuation, the demand may be estimated instead of measured, as provided in service classification.
Energy Charge	A charge based on kilowatt-hours use.
HP	Horse power as used therein, horsepower shall be computed as the equivalent of 746 watts.
KVA; kilovoltampere	Unit of measurement of rate-of-use which determines electrical capacity required; it is obtained by multiplying the voltage of a circuit by its amperage.
KV; kilowatt	Amount of measurement of rate-of-use of electrical energy; 1,000 watts.
KW-hr; kilowatt-hour	Unit measurement of quantity of energy: an amount-equivalent to the use of 1,000 watts for CANCELLIDE USERVICE COMMISSION
Limited Period Servio	ce Service which will be supplied only during certain hours of the day or days of the year, as stated in the rate or rider to which its applies. AUG SEP 16 1992
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RULES AND REGULATIONS

Month Point of Delivery	A month under the Tariff means one-twelfth of a year, or the period of approximately thirty days between two regular consecutive readings of the system's meter or meters installed on the Customer's premises. That single point at which the service supply lines or other equipment of the System terminate and the Customer's facilities for receiving the service begin.	
Power Factor	As used herein, power factor is, in a single-phase circuit, the ratio of the watts to the voltamperes, and, in a polyphase circuit, is the ratio of the total watts to the vector sum of the voltamperes in the several phases.	
Pronouns	The masculine, singular, pronoun relates to Customer, whether male, female, partnership or Corporation.	
Property Line	The division-line between land held in or for private use, and land in which the public or the System has a right of use; or, the division line between separately owned or occupied land.	
Service	he supply of capacity for use by the customer, including all things done by the System in onnection with such supply.	
Standard Single- Phase Secondary	Alternating current, 60 cycles, nominally 120 volts, 2 wires, or nominally 120-240 volts, 3 wires.	
Standard Polyphase Secondary	e Alternating current, 60 cycles, nominally 240 volts, 3 phase, 3 wire.	
Standard Primary	Unregulated alternation current, subject to special contract.	
Standard High Tension	Unregulated alternating current, subject to special contract.	

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TITLE President & General Manager

FOR <u>All Areas Served</u> Community, Town or City P.S.C. NO. <u>4</u> <u>Original</u> SHEET NO. <u>18</u>

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RULES AND REGULATIONS

The Cooperative will install underground distribution lines to a residential subdivision under the following conditions:

A. Installation of Underground Distribution System Within New Subdivision

1. Where appropriate contractual arrangements have been made, the Cooperative shall install within the subdivision an underground electric distribution system of sufficient capacity and suitable materials which, in its judgement, will assure that the property owners will receive safe and adequate electric service for the foreseeable future.

2. All single-phase conductors installed by the utility shall be underground. Appurtances such as transformers, pedestal mounted terminals, switching equipment and meter cabinets may be placed above ground.

3. Multi-phase primary mains or feeders required within a subdivision to supply local distribution or to serve individual multi-phase loads may be overhead unless underground is required by governmental authority or chosen by the Applicant, in either of which case the differential cost of underground shall be borne by the Applicant. (807 KAR 50:065 Sec. 20)

4. If the Applicant has complied with the requirements herein and has given the Cooperative not less than 120 days written notice prior to the anticipated date of completion (i.e., ready for occupancy) of the first building in the subdivision, the Cooperative shall complete the installation 30 days prior to the estimated completion date. (Subject to weather and ground conditions and availability of materials and barring extraordinary or emergency circumstances beyond the reasonable control of the Cooperative.) However, nothing in this policy shall be interpreted to require the Cooperative to extend service to portions of the subdivisions not under active development.

5. A non-refundable payment shall be made by the Applicant equal to the difference between the cost of providing underground facilities and that of providing overhead facilities. The payment to be made by Applicant shall be determined from the total footage of single-phase primary, secondary, and service conductor to be installed at an average per foot cost differential in accordance with the Average Cost Differential filed herewith as Exhibit A, which Average Cost Differential shall be updated annually as required by order dated February 2, 1973 of the Public Service Commission in Administrative Case No. 146 (Three (3) wire secondary and service conductor runs shall be considered as one conductor, i.e. triplex.) The average cost differential per foot as stated, is representative of construction in soil free of rick, shale, or other impairments which increase cost of construction. Where rock, shale, or other impairments are anticipated or encountered in construction in exclual increased cost of trenching and backfilling shall be borne by the Applicant.

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RULES AND REGULATIONS

6. The Applicant may be required to deposit the entire estimated cost of the extension. If this is done, the amount deposited in excess of the normal charge for the underground extensions, as provided in paragraph 5 above, shall be refunded to the Applicant over a ten (10) year period as provided in Public Service Commission Rule Elec-807 KAR 50:065 Sect. 10.

7. The Applicant may be required to perform all necessary trenching and backfilling in accordance with the Cooperative's specifications. The Cooperative shall then credit the Applicant's cost in an amount equal to the Cooperative's normal cost for trenching and backfilling.

8. The Cooperative shall furnish, install, and maintain the service lateral to the Applicant's meter base, which normally will be at the corner of the building nearest the point to be served.

9. Plans for the location of all facilities to be installed shall be approved by the Cooperative and the Applicant prior to construction. Alterations in plans by the Applicant which require additional cost of installation or construction shall be at the sole expense of the Applicant.

10. The Cooperative shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the Applicant.

11. The charges specified in these rules are based on the premise that each Applicant will cooperate with the utility in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible and make satisfactory arrangements for the payment of the above charges prior to the installation of the facilities.

12. All electrical facilities shall be installed and constructed to comply with the rules and regulations of the Public Service Commission, National Electric Safety Code, Fleming-Mason R.E.C.C. Specifications, or other rules and regulations which may be applicable.

13. Service pedestals and method of installation shall be approved by Fleming-Mason R.E.C.C. prior to installation.

14. In unusual circumstances, when the application of these rules appear impracticable or unjust to either party, or discriminatory to other customers, the Cooperative or Applicant shall refer the matter to the Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing construction.

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RULES AND REGULATIONS

B. Rights of Way and Easements

1. The Cooperative shall construct, own, operate, and maintain distribution lines only along easements, public streets, roads and highways which are by legal right accessible to the utility's equipment and which the utility has the legal right to occupy, and on the public lands and private property across which rights of way and easements satisfactory to the Cooperative are provided without cost or condemnation by the Cooperative.

2. Right of way and easements suitable to the Cooperative for the underground distribution facilities must be furnished by the Applicant in reasonable time to meet service requirements. The applicant shall make the area in which the underground distribution facilities are to be located accessible to the Cooperative's equipment, remove all obstructions from such area, stake to show property lines and final grade, perform rough grading to a reasonable approximation of final grade, and maintain clearing and grading during construction by the Cooperative. Suitable land rights shall be granted to the Cooperative obligating the Applicant and subsequent property owners to provide continuing access to the utility for operation, maintenance or replacement of its facilities, and to prevent any encroachment in the utility's easement or substantial changes in grade or elevation thereof.

C. The subdivision being developed must consist of a tract of land which is divided into ten (10) or more lots for the construction of new residential buildings or the land on which is constructed two (2) or more new multiple occupancy buildings (refer to PSC Electric Rules, Appendix A for definitions of terms.)

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RULES AND REGULATIONS

SERVICE TO INDIVIDUAL MOBILE HOMES

I. The Cooperative will, subject to its established rules and regulations provide electric service, under the following conditions, to individual mobile homes with an acceptable meter pole and approved service equipment.

A. All extensions of up to 150 feet from the nearest facility shall be made without charge.

B. Extensions greater than 150 feet from the nearest facility and up to 300 feet shall be made provided the customer shall pay the utility a "customer advance for construction" of \$50 in addition to any other charges required by the utility for all customers. This advance shall be refunded at the end of one year if the service to the mobile home continues for that length of time.

C. For extensions greater than 300 feet and less than 1000 feet from the nearest facility, the utility may charge an advance equal to the reasonable cost incurred by it for that portion of the service beyond 300 feet plus \$50.

1. This advance shall be refunded to the customer over a four-year period in equal amounts for each year the service is continued.

2. If the service is discontinued for a period of 60 days, or should the mobile home be removed and another not take its place within 60 days, or be replaced by a permanent structure, the remainder of the advance shall be forfeited.

3. No refunds shall be made to any customer who did not make the advance originally.

D. For extensions over 1000 feet, the policies set forth in PSC: Elec-1, RULE X, shall apply for that portion beyond 1000 feet.

E. Extensions made under C and D above shall be made on an "Estimated Average Cost" per foot of line. This cost may be reviewed and updated at six-month intervals.

	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
н. Н	AUG 2002 SEP 1 6 1992
	PURSUANT TO 807 KAR 5:011, SECTION 9 (1)
DATE OF ISSUE	PUBLIC SERVICE COMMISSION MANAGER DATE EFFECTIVE September 16, 1992
ISSUED BY LATE TO CANY	TITLE President & General Manager

Fleming-Mason Rural Electric Cooperative Corporation P.O.Box 328 Flemingsburg, Ky 41041

For All Territory Served

P.S.C. No. 1 4th Revised Sheet Canceling P.S.C. No. 1 3rd Revised Sheet No. 1

(I)

(I)

Name of Issuing Corporation CABLE TELEVISION ATTACHMENT TARIFF

APPLICABILITY

In all territory served by the Cooperative on poles owned and used by the Cooperative for their electric plant.

AVAILABILITY

To all qualified CATV operators having the right to receive service. EFFECTIVE

RENTAL CHARGE

The yearly rental charges shall be as follows:

Two-Party Pole Attachment: \$3.70/yr. Three-Party Pole Attachment: \$3.04/yr.

BILLING

PUBLIC SERVICE COMMISSION MANIAGER Rental charges shall be billed yearly based on the number of pole attachments.

SPECIFICATIONS

A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1990 Edition and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

B. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

ESTABLISHING POLE USE

A. Before the CATV operators shall make use of any of the poles of the Cooperative under this tariff, they shall notify the Cooperative of their intent in writing and shall comply with the procedures established by the Cooperative. The CATV operator shall furnish the Cooperative detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Cooperative, the number and character of the attachments to be placed on such poles, and rearrangements of the Cooperative's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that CATV intends to install.

Date of Issue 06/03/98 Date Effective D5/24/93 CANCELLED Issued By Julia J. Over Title President & General Manager	
Issued By hut P. Wur Title President & General Manager	
Issued by authority of an order of the Public Service Commission of Ky.	
Case No. <u>93-036</u> Dated <u>05/24/93</u> AUG 2002	

MAY 2 4 1993

PUBLIC SERVICE COMMISSION

OF KENTUCKY

PURSUANT TO 807 KAR COLL. SECTION 9 (1)

BY:

For All Territory Served

Fleming-Mason Rural Electric Cooperative Corporation P.O.Box 328 Flemingsburg,Ky 41041 P.S.C. No. <u>1</u> <u>4th Revised</u> Sheet No. <u>2</u> Canceling P.S.C. No. <u>1</u> <u>3rd Revised</u> Sheet No. <u>2</u>

Name of Issuing Corporation CABLE TELEVISI

CABLE TELEVISION ATTACHMENT TARIFF

The Cooperative shall, on the basis of such detailed construction plans and drawings, submit to the CATV operators a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by the CATV operators to the Cooperative that the cost estimate is approved, the Cooperative shall proceed with the necessary changes, the CATV operators shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. The CATV operators shall, at their own expense, make attachments in such manner as not to interfere with the service of the Cooperative.

B. Upon completion of all changes, the CATV operators shall pay to the Cooperative the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operators hereunder shall not be limited to amounts shown on estimates made by the Cooperative hereunder. An itemized statement of the actual cost of all such changes shall be submitted by the Cooperative to the CATV operators, in a form mutually agreed upon.

C. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator.

D. All poles to which attachments have been made under this tariff shall remain the property of the Cooperative, and any payments made by the CATV operators for changes in pole line under this tariff shall not entitle the CATV operator to the ownership of any of said poles.

E. Any charges necessary for correction of substandard installation made by the CATV operators, where notice of intent had not been requested, shall be billed at rate equal to twice the charges that would have been imposed is the attachment had been properly authorized.

EASEMENTS AND RIGHT-OF-WAY

The Cooperative does not warrant nor assure to the CATV operators any rights-of-way privileges or easements, and if the CATV operators shall at any time be prevented from placing or maintaining its attachments on the Cooperative's poles, no liability on account thereof shall attach to the Cooperative. Each party shall be responsible for obtaining its own easements and rights-of-way.

Date of Issue 06/03/93 Issued By June 1. Dune Issued by authority of an order of		& General Mana	BLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
Case No. <u>93-036</u>	Dated <u>05/24/93</u>	AUG 2002	MAY 2 4 1993
		BY:	SUANT TO SOT KAN SUTH

For All Territory Served

Fleming-Mason Rural Electric Cooperative Corporation P.O.Box 328 Flemingsburg,Ky 41041

P.S.C. No. <u>1</u> <u>4th Revised</u> Sheet No. <u>3</u> Canceling P.S.C. No. <u>1</u> <u>3rd Revised</u> Sheet No. <u>3</u>

Name of Issuing Corporation CABLE TELEVISION

CABLE TELEVISION ATTACHMENT TARIFF

A. Whenever right-of-way considerations or public regulations make relocation of a pole, or poles necessary, such relocation shall be made by the Cooperative at its own expense, except that each party shall bear the cost of transferring its own attachments.

B. Whenever it is necessary to replace or relocate an attachment, the Cooperative shall, before making such replacement or relocation, give forty-eight (48) hours notice (except in cases of emergency) to the CATV operators, specifying in said notice the time of such proposed replacement or relocation, and the CATV operators shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operators fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, the Cooperative may elect to do such work and the CATV operators shall pay the Cooperative the cost thereof.

C. Any existing attachment of CATV which does not conform to the specifications as set out in this tariff hereof shall be brought into conformity therewith as soon as practical. The Cooperative, because of the importance of its service, reserves the right to inspect each new installation of the CATV operator on its poles and in the vicinity of its lines of appurtenances. Such inspection, made or not, shall not operate to relieve the CATV operators of any responsibility, obligations or liability assumed under the tariff.

D. The Cooperative reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. The Cooperative shall not be liable to the CATV operators for any interruption of service of CATV operator or for interference with the operation of the cables, wires and appliances of the CATV operators arising in any manner out of the use of the Cooperative's poles hereunder.

E. The Cooperative shall exercise reasonable care to avoid damaging the facilities of the CATV operator, make an immediate report to the CATV operator of the occurrence of any such damage caused by its employees, agents or contractors, and, except for removal for non-payment or for failure to post or maintain the required "Performance Bond," agrees to reimburse the CATV operator for all reasonable cost incurred by the CATV operators for the physical repair of facilities damaged by the negligence of the Cooperative.

PUBLIC SERVICE COMMISSION Date Effective 05/24/99 Date of Isage 06/03/93) OF KENTUCKY A Title President & General Manager Issued By how 1 men EFFECTIVE Issued by authority of an order of the Public Service Commission of Ky. Case No. 93-036 Dated 05/24/93 ALC MAY 2 4 1993 PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY:_ PUBLIC SERVICE COMBUSEION MANACED

For All Territory Served

Fleming-Mason Rural Electric Cooperative Corporation P.O.Box 328 Flemingsburg,Ky 41041 P.S.C. No. 1 <u>4th Revised</u> Sheet No. 4 Canceling P.S.C. No. 1 <u>3rd Revised</u> Sheet No. 4

Name of Issuing Corporation CABLE TELEVISION ATTACHMENT TARIFF

INSPECTIONS

A. <u>Periodic Inspection</u>: Any unauthorized or unreported attachment by CATV operator will be billed at a rate of two times the amount equal to the rate that would have been due had the installation been made the day after the last previously required inspection.

B. <u>Make-Ready Inspection</u>: Any "make-ready" inspection of walk-through inspection required of the Cooperative will be paid for by the CATV operators at a rate equal to the Cooperative's actual expenses, plus appropriate overhead charges.

INSURANCE OR BOND

A. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (a) injuries or deaths to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment of (d) violations of governmental laws, regulations or orders whether suffered directly by the Cooperative itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of the Cooperative, either solely or in concurrence with any alleged joint negligence of the Cooperative. The Cooperative shall be liable for sole active negligence.

B. The CATV operators will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:

- 1. Protection for its employees to the extent required by Workman's Compensation Law of Kentucky.
- 2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$100,000 for each person and \$300,000 for each accident of personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident or property damage.

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		TO 807 KAR 5:011,
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		CE COMMESSION MANAGER

For All Territory Served

Fleming-Mason Rural Electric Cooperative Corporation P.O.Box 328 Flemingsburg,Ky 41041 P.S.C. No. <u>1</u> <u>4th Revised</u> Sheet No. <u>5</u> Canceling P.S.C. No. <u>1</u> <u>3rd Revised</u> Sheet No. <u>5</u>

Name of Issuing Corporation

CABLE TELEVISION ATTACHMENT TARIFF

Before beginning operations under this tariff, the CATV operators shall cause to be furnished to the Cooperative a certificate for such coverage, evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

"The insurance or bond provided herein shall also be for the benefit of Fleming-Mason Rural Electric Cooperative Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be canceled for any cause without thirty (30) days advance notice being first given to Fleming-Mason Rural Electric Cooperative Corporation."

CHANGE OF USE PROVISION

When the Cooperative subsequently requires a change in its poles or attachment for reasons unrelated to CATV operations, the CATV operator shall be given forty-eight (48) hours notice of the proposed change (except in case of emergency). If the CATV operator is unable or unwilling to meet the Cooperative's time schedule for such changes, the Cooperative may do the work and charge the CATV operator its reasonable cost for performing the change of CATV attachments.

ABANDONMENT

A. If the Cooperative desires at any time to abandon any pole to which CATV operator has attachments, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Cooperative shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless the Cooperative from all obligation, liability, damages, cost expenses or charges incurred thereafter; and shall pay the Cooperative for such pole an amount equal to the Cooperative's depreciated cost thereof. The Cooperative shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.

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Case No. <u>93-036</u>	Dated 05/24	AUG AUG	2002	MAY 2 4 1993
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			BY:	Sugar talle

PUBLIC SERVICE COLOUSEDN MANAGER

For <u>All Territory Served</u>

Fleming-Mason Rural Electric ooperative Corporation P.O.Box 328 Flemingsburg,Ky 41041 P.S.C. No.<u>1</u> <u>4th Revised</u> Sheet No.<u>6</u> Canceling P.S.C. No.<u>1</u> <u>3rd Revised</u> Sheet No.<u>6</u>

Name of Issuing Corporation CABLE TELEVISION ATTACHMENT TARIFF

B. The CATV operator may at any time abandon the use of the attached pole by giving due notice thereof in writing to the Cooperative and by removing therefrom any and all attachments it may have thereon. The CATV operator shall in such case pay to the Cooperative a prorated rental for said pole for the then current billing period.

RIGHTS OF OTHERS

Upon notice from the Cooperative to the CATV operator that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and the CATV operator shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

PAYMENT OF TAXES

Each payment shall pay all taxes and assessments lawfully levied on its own property upon said attached poles and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax fee, or charge levied on the Cooperative's poles solely because of their use by the CATV operator shall be paid by the CATV operators.

BOND OR DEPOSITOR PERFORMANCE

Α. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of twenty-five thousand dollars (\$25,000), until such time as the CATV operator shall occupy twenty-five hundred (2,500) poles of the Cooperative and thereafter the amount thereof shall be increased to increments of one thousand dollars (\$1,000) for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to the Cooperative fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to six (6) months after receipt by the Cooperative of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, the Cooperative shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of the Cooperative. If the CATV operator should fail to complete the removal of all its facilities from the poles of the Cooperative within thirty (30) days after receipt of such request FUBLIC SERVICE COMMISSION CANGELLED OF KENTUCKY Date Effective 05/24/93 Date of Issue 06/03/03 EFFECTIVE Issued By the P. Un _ Title President & General Manager Issued by authority of an order of the Public Service Commission of Ky MAY 24 1993 Case No. <u>93-036</u> Dated 05/24/93 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

BY:

PUBLIC SERVICE CONDUSEION MANAGER

For All Territory Served

Fleming-Mason Rural Electric Cooperative Corporation P.O.Box 328 Flemingsburg,Ky 41041 P.S.C. No. <u>1</u> <u>4th Revised</u> Sheet No. <u>7</u> Canceling P.S.C. No. <u>1</u> <u>3rd Revised</u> Sheet No. <u>7</u>

Name of Issuing Corporation CABLE TELEVISION ATTACHMENT TARIFF

Cooperative, then the Cooperative shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cable, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to the Cooperative for rentals, inspections or work performed for the benefit of the CATV operators under this tariff, including the removal of attachments upon termination of service by any of its provisions.

B. After the CATV operator has been a customer of the Cooperative and not in default for a period of two years, the Cooperative shall reduce the bond by 50%, or, at the Cooperative's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

USE OF ANCHORS

The Cooperative reserves the right to prohibit the use of any existing anchors by CATV operator where the strength or conditions of said anchors cannot be readily identified by visual inspection.

DISCONTINUANCE OF SERVICE

The Cooperative may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006 Section 14.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAY 2 4 1993

PURSUANT TO 807 KAR 5:011, SECTION 9(1) BY: LANSI STR

PUBLIC SERVICE COMMISSION MANAGER

Date of Issue 06/03/98 Date Effective (05/24/93 EANICELLED
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Issued by authority of an order of the Public Service Comm	nission of Ky.
Case No. <u>93-036</u> Dated <u>05/24/93</u>	ALLG 2002
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For All Territory Served

Fleming-Mason Rural Electric Cooperative Corporation P.O.Box 328 Flemingsburg,Ky 41041 P.S.C. No.<u>1</u> <u>4th Revised</u> Sheet No.<u>8</u> Canceling P.S.C. No.<u>1</u> <u>3rd Revised</u> Sheet No.<u>8</u>

Name of Issuing Corporation

CABLE TELEVISION ATTACHMENT TARIFF (1)

PLANT BOOK RECORDS

Bare Pole Data:

Length	Number (10/92)	Value (10/92)
35	17,029	\$2,068,952.54
40	11,895	2,169,240.87
45	2,943	706,806.60

POLE PLANT CALCULATIONS

Weighted Average Value of 35 and 40 Foot Poles =

<u>\$2,068,952.54 + \$2,169,240.87</u> 17,029 poles + 11,895 poles = \$146.53/Pole

Weighted Average Value of 40 and 45 Foot Poles =

\$2,169,240.87 + \$706,806.60
11,895 poles + 2,943 poles = \$193.83/Pole

RATE FORMULAS

Annual Charge Two Party Pole

Charge = (Weighted Avg. Cost 35' and 40' Poles) (Ann. Carrying Chg.)(0.1224) = (\$146.53/Pole) (0.2065) (0.1224) = \$3.70/ Pole/Yr.

Annual Charge Three Party Pole

Charge = (Weighted Avg. Cost 40' and 45' Poles) (Ann. Carrying Chg.)(0.0759) = (\$193.83/pole) (0.2065) (0.0759) = \$3.04/LPole/Yr._____ PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE MAY 24 1993 Date of Is 06/03/93 SECTION 9(1) Date Effective 05/24/93 Title President & General Manager Grandelle V. Lun Issued By Issued by authority of an order of the Public Service Commission of Kill SERVICE COMMISSION MANAGER Case No. <u>93-036</u> Dated <u>05/24/93</u>

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Fleming-Mason Rural Electric Cooperative Corporation P.O.Box 328 Flemingsburg,Ky 41041

For All Territory Served

P.S.C. No. <u>1</u> <u>4th Revised</u> Sheet No. <u>9</u> Canceling P.S.C. No. <u>1</u> <u>3rd Revised</u> Sheet No. <u>9</u>

Name of Issuing Corporation CABLE TELEVISION ATTACHMENT TARIFF (I)

RATE CALCULATIONS

ANNUAL CARRYING CHARGE

The following data if from REA Form 7 from November 1991 thru October, 1992 and PSC Case No. 90-081 dated November 6, 1990:

Operations & Maintenance Expense	\$1,328,877
Consumer Accounts Expense	525,528
Administrative & General Expense	756,464
Depreciation Expense	764,298
Taxes Other Than Income Taxes	245,562
Total Applicable Distribution Expenses	\$3,620,729

"CARRYING CHARGE CALCULATIONS"

Rate of Return			7.04%
<u>Distribution Expense</u> Utility Plant	<u>\$3,620,729</u> 26,608,767	=	13.61%

Annual Carrying Charges

20.65%

	CANCELLED	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE	
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	AUG 2002	MAY 2 4 1993	
		PURSUANT TO 807 KAR 5.011. SECTION 9 (1) BY:	
Issued by authority of an order of the Pu	Date Effective <u>05</u> e <u>President & Gene</u> blic Service Commi ed <u>05/24/93</u>	ral Manager	